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May 18, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AN AGREEMENT WITH HILL-ROM  
COMPANY, INC. FOR HOSPITAL BED MAINTENANCE AND REPAIR  
SERVICES AT HARBOR/UCLA, LAC+USC, AND  
OLIVE VIEW/UCLA MEDICAL CENTERS  
(1st, 2nd, and 5th Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that hospital bed maintenance and repair services, as described herein, may be performed more cost effectively by private contractors.
2. Approve and instruct the Mayor to sign the attached agreement with Hill-Rom Company, Inc., a wholly-owned subsidiary of Hillenbrand Industries, Inc. (Hill-Rom), for the provision of hospital bed maintenance and repair services for the Intensive Care Units and total care beds at Harbor/UCLA (Harbor), LAC+USC (LAC+USC), and Olive View/UCLA (Olive View) Medical Centers, effective July 1, 2006 through June 30, 2009, with provisions for two one-year renewals through an administrative amendment between the Director of Health Services, or his designee, and Hill-Rom, effective July 1, 2009 through June 30, 2011, at a maximum net County cost of \$193,674 for Fiscal Year (FY) 2006-07; \$199,370 for FY 2007-08, which represents a 2.94% increase; \$205,379 for FY 2008-09, which represents a 3.01% increase; and \$211,520 for FY 2009-10, which represents a 2.99% increase. The cost for FY 2010-11, the fifth year of the contract, will be negotiated prior to the end of FY 2009-10, but the rate shall not increase by more than 3% from the rate in effect during FY 2009-10.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

In approving the recommended actions, the Board is providing for the uninterrupted provision of hospital bed maintenance and repair services for the Intensive Care Units and total care beds at Harbor, LAC+USC, and Olive View by Hill-Rom which was selected as the result of an Invitation for Bids (IFB) competitive selection process.

The County has been contracting out hospital bed maintenance and repair services under provisions of County Code 2.121.250 et seq., "Contracting with Private Businesses" (Proposition A), since March 19, 2002.

Contracting under Proposition A guidelines continues to be cost effective for the provision of hospital bed maintenance and repair services.

The existing agreement is slated to expire on June 30, 2006.

FISCAL IMPACT/FINANCING:

Under this Agreement, the maximum net County cost for the first year for the provision of preventive bed maintenance and repair services at the three medical facilities, at the annual flat fee rate, is as follows: at Harbor the annual maximum cost is \$80,410, at LAC+USC the annual maximum cost is \$63,355, and at Olive View the annual maximum cost is \$49,909, or a total annual maximum obligation of \$193,674 for FY 2006-07; \$199,370 for FY 2007-08, which represents a 2.94% increase; \$205,379 for FY 2008-09, which represents a 3.01% increase; and \$211,520 for FY 2009-10, which represents a 2.99% increase. The cost for FY 2010-11, the fifth year of the contract, will be negotiated prior to the end of FY 2009-10, but the rate shall not increase by more than 3% from the rate in effect during FY 2009-10.

The Department of Health Services' (DHS or Department) cost analysis, shows that the services can be performed more economically by an independent contractor.

Funding is included in the Fiscal Year 2006-07 Proposed Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Los Angeles County hospitals have a combined total of more than 1,600 beds that require hospital bed maintenance and repair services. Harbor, LAC+USC, and Olive View have a combined total of more than 700 beds manufactured by Hill-Rom that require routine maintenance and as-needed repair services. Martin Luther King, Jr./Drew Medical Center and Rancho Los Amigos National Rehabilitation Center provide these services through existing staff resources.

On March 19, 2002, the Board approved a sole source agreement with Hill-Rom to provide preventive hospital bed maintenance and as-needed repair services, including all parts and labor, for the Intensive Care Units and total care beds at the three County facilities, effective upon Board approval through August 31, 2002.

On July 30, 2002, the Board approved Amendment No. 1 to Agreement No. H-213354 with Hill-Rom to continue the provision of hospital bed maintenance and repair services at the three County facilities, effective September 1, 2002 through June 30, 2003.

Subsequently, the Board approved Amendment Nos. 2 through 4 for the period beginning July 1, 2003 through December 31, 2005, to continue the provision of hospital bed maintenance and repair services at the three County facilities and to allow the Department time to prepare and issue a Proposition A IFB to award a new agreement.

On October 21, 2005, the Department issued the Proposition A IFB.

On November 29, 2005, the Board approved Amendment No. 5 which extended the existing agreement for six additional months, effective January 1, 2006 through June 30, 2006. This extension allowed the Department to continue with the IFB solicitation process.

The annual flat fee method includes travel, labor, and parts, as well as a 35% discount. The increase in cost beginning in FY 2007-08 for the second, third, and fourth years of the five-year contract term resulted from negotiations with the vendor. Hill-Rom was the only respondent to the IFB.

Under the current agreement, Hill-Rom provides hospital bed maintenance and as-needed repair services at Harbor, LAC+USC, and Olive View/UCLA Medical Centers, using the annual flat fee method of reimbursement which includes travel, labor, and parts, and a 15% discount. Under the new agreement, Hill-Rom will continue to provide hospital bed maintenance and as-needed repair services, using the flat fee method of payment which also includes travel, labor, and parts, and a higher 35% discount. County staff will not be impacted by the new agreement.

Prior to the move into new replacement facility for LAC+USC Medical Center, scheduled for Fall 2007, the facility's administration will evaluate and recommend whether to continue contracted hospital bed maintenance and repair services at the new replacement facility. In the event the Medical Facility's Administration decides to discontinue services then the maximum contract obligation shall be adjusted accordingly.

Hill-Rom fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) by paying its full-time employees providing services under the Agreement a living wage.

The new Agreement contains the latest provisions regarding contractor's acknowledgment of County's commitment to the Safely Surrendered Baby Law and payment for services provided following expiration/termination of the contract.

The administrative staff at the three County facilities will monitor the contractor's performance to assure compliance with the terms and conditions of the new Agreement.

Attachments A, B, C, and D provide additional information.

County Counsel has approved the Agreement as to use and form.

#### CONTRACTING PROCESS:

County Counsel and the Chief Administrative Office - Risk Management Operations approved the issuance of a Proposition A IFB, which the Department released on October 21, 2005. The Department advertised the IFB on the Los Angeles County On Line Web Site, DHS Web Site, and in local newspapers.

By the November 18, 2005 bid submission deadline, the Department had received only one bid from Hill-Rom, which currently provides hospital bed maintenance and as-needed repair services at Harbor, LAC+USC, and Olive View Medical Centers.

The Honorable Board of Supervisors  
May 18, 2006  
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

The recommended agreement will continue the provision of hospital bed maintenance and as-needed repair services at the three medical facilities.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Cherner, M.D.  
Director and Chief Medical Officer

BAC:dz  
BLETCD4192.DZ

Attachments (4)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT1. TYPE OF SERVICE:

Preventive bed maintenance and as-needed repair services, including all parts and labor, for the Intensive Care Unit and total care beds at Harbor/UCLA (Harbor), LAC+USC (LAC+USC), and Olive View/UCLA (Olive View) Medical Centers.

2. AGENCY ADDRESS AND CONTACT PERSON:

Hill-Rom Company, Inc.  
 1069 State Route 46E  
 Batesville, IN 47006  
 Attention: Wendy L. Tresner, Contract Administration Supervisor  
 Telephone: (800) 445-3730 Fax: (812) 931-2520

3. TERM:

The term of the Agreement will be effective July 1, 2006 through June 30, 2009, with provisions for two one-year renewals, effective July 1, 2009 through June 30, 2011.

4. FINANCIAL INFORMATION:

The maximum net County cost per year for hospital bed maintenance and as-needed repair services at the three County medical facilities is as follows: 1) Harbor, \$80,410; 2) LAC+USC, \$63,355; and 3) Olive View, \$49,909, for a total maximum obligation of \$193,674 for Fiscal Year (FY) 2006-07; \$199,370 for FY 2007-08, which represents a 2.94% increase; \$205,379 for FY 2008-09, which represents a 3.01% increase; and \$211,520 for FY 2009-10, which represents a 2.99% increase. The cost for FY 2010-11, the fifth year of the contract, will be negotiated prior to the end of FY 2009-10, but the rate shall not increase by more than 3% from the rate in effect during FY 2009-10.

Funding is included in the FY 2006-07 Proposed Budget and will be requested in future fiscal years.

5. PROGRAM INFORMATION:

The Agreement will ensure the continued and uninterrupted provision of hospital bed maintenance and repair services at the three County facilities by Hill-Rom Company, Inc.

6. APPROVALS:

H/UCLA MC:	Tecla A. Mickoseff, Chief Executive Officer
LAC+USC:	Pete Delgado, Chief Executive Officer
Olive View MC:	Melinda D. Anderson, Chief Executive Officer
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (as to form):	Christina A. Salseda, Deputy County Counsel

**HOSPITAL BED MAINTENANCE AND REPAIR SERVICES FOR  
HARBOR/UCLA, LAC+USC, AND OLIVE VIEW/UCLA MEDICAL CENTERS**

**PROPOSITION A CONTRACTING**

**COMPARISON OF ESTIMATED AVOIDABLE COSTS TO THE COST OF CONTRACTING**

	<u>COUNTY</u>	COST INCREASE (DECREASE) FROM CONTRACTING	
<u>DIRECT</u>			
SALARIES	\$161,649		
EMPLOYEE BENEFITS	<u>44,045</u>		
TOTAL PERSONNEL COSTS	\$205,694	\$205,694	
SERVICES AND SUPPLIES	<u>\$ 0</u>		
OTHER	<u>\$ 0</u>		
TOTAL DIRECT		\$205,694	
<u>INDIRECT</u>			
TOTAL OVERHEAD	<u>NA</u>		
AVOIDABLE OVERHEAD	<u>NA</u>		
TOTAL AVOIDABLE COST		<u>\$205,694</u>	\$205,694
	<u>CONTRACT</u>		
<u>DIRECT</u>			
CONTRACT COST	\$193,674		
OTHER (SPECIFY)			
TOTAL DIRECT		\$193,674	
<u>INDIRECT</u>			
EMPLOYEE RETRAINING			
CONTRACT MONITORING			
OTHER (SPECIFY)	<u>NA</u>		
TOTAL INDIRECT		<u>\$ 0</u>	
TOTAL CONTRACT COST		\$193,674	<u>\$193,674</u>
ESTIMATED ANNUAL SAVINGS FROM CONTRACTING			<u>\$ 12,020</u>

**CONTRACTING FOR HOSPITAL BED MAINTENANCE AND REPAIR SERVICES**

**Compliance with County Code Requirements**

The agreement meets all of the following mandatory requirements of County Code Section 2.121.250, et seq.

- a: The award of the contract will be cost effective;
- b: The County's ability to respond to emergencies will not be impaired;
- c: The award of the contract will not result in the unauthorized disclosure of confidential information;
- d: Alternative resources are available so that the services can be obtained from another source in the event of default by the contractor;
- e: The award of the contract will not infringe upon the proper role of the County in its relationship to its Citizens;
- f: The award of the contract will be in full compliance with all applicable Federal and State regulations;
- g: Implementation of the contract will not result in a reduction in County services; and
- h: The award of the contract will not violate the provisions of County Code 2.121.295, "Certain Contracts Prohibited".

The agreement also contains provisions recommended by the County CAO-Risk Manager Operations to cover the County's potential tort liability. The Contractor will provide evidence of the required insurance coverage prior to the commencement of services.

Participation in the contracting process by minority vendors was solicited by advertising in the Los Angeles County Online Web Site, local newspapers such as the Los Angeles Bulletin, Metropolitan News-Enterprise newspapers, and Sacramento Bulletin, and distributing notices by mail to firms listed on the department's proposers' list.

Selection for award of the contract was made without regard to race, creed, or color.

**HOSPITAL BED MAINTENANCE AND REPAIR SERVICES AT HARBOR/UCLA, LAC+USC,  
AND OLIVE VIEW/UCLA MEDICAL CENTERS****VENDORS' LIST**

Apex Medical Corporation  
520 West Central Avenue, Suite F  
Brea, California 92821  
Telephone: (714) 529-3366  
Fax: (714) 529-3368  
Attn.: Paul E. Huelskamp, Manager

Graham Field Health Products  
2935 Northeast Parkway  
Atlanta, Georgia 30360  
Telephone: (800) 726-0601  
Fax: (800) 347-5678  
Attn.: Byron S. Wehster, Director

Hudson Industries, Inc.  
5250 Klockner Drive  
Richmond, Virginia 23231  
Telephone: (800) 343-8112  
Fax: (804) 222-4308  
Attn.: Clyde Oden, Director

Innovative Medical Products, Inc.  
87 Spring Lane  
Plainville, Connecticut 06062  
Telephone: (800) 467-4944  
Fax: (860) 793-8975  
Attn.: Robert Bartolucci, Director

Steris Corporation  
5960 Heisley Road  
Mentor, Ohio 44060-1834  
Telephone: (800) 548-4873  
Fax: (440) 639-4459  
Attn.: Timothy Campbell, Vice-President

Biodex Medical Systems, Inc.  
20 Ramsay Road  
Shirley, New York 11967-0702  
Telephone: (800) 224-6339  
Fax: (631) 924-9338  
Attn.: Jacqueline Thompson, District Manager

Hill-Rom Company, Inc.  
1069 State Route 46E  
Batesville, Indiana 47006  
Telephone: (800) 433-6245  
Fax: (812) 934-8189  
Attn.: Larry Bailey, Sales Manager

Huntleigh Healthcare, Inc.  
227 Highway 33  
Manalapan, New Jersey 07726-8362  
Telephone: (800) 223-1218  
Fax: (732) 578-9889  
Attn.: Rick Brawner, Manager

Integra LifeSciences  
105 Morgan Lane  
Plansboro, New Jersey 08536  
Telephone: (800) 762-1574  
Fax: (609) 275-5363  
Attn.: Layne Massmann, Manager

Select Comfort Corporation  
6105 Trenton Lane North  
Minneapolis, Minnesota 55442  
Telephone: (763) 551-7000  
Fax: (763) 551-7826  
Attn.: Ted White, Regional Director

Contract No. \_\_\_\_\_

**HOSPITAL BED MAINTENANCE AND REPAIR SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

HILL-ROM COMPANY, INC. a  
wholly-owned subsidiary of  
HILLENBRAND INDUSTRIES,  
INC. (hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operates, through its Department of Health Services (hereafter "DHS"), a network of County health facilities, including Harbor/UCLA Medical Center, located at 1000 West Carson Street, Torrance, California 90509; LAC+USC Medical Center, located at 1200 North State Street, Los Angeles, California 90033; and Olive View/UCLA Medical Center, located at 14445 Olive View Drive, Sylmar, California 91342 (hereafter collectively "Medical Facility" or "Medical Facilities"); and

WHEREAS, pursuant to Los Angeles County Code Section 2.121.250, et seq., County is authorized to contract with private businesses to perform personal services when it is more economical to do so; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing hospital bed maintenance and repair services as

described hereunder and possesses the competence, expertise, and personnel required to provide such services; and

WHEREAS, in response to County's Invitation for Bids (IFB) for such services, Contractor submitted a bid to County to provide such services; and

WHEREAS, based on its IFB competitive process, DHS selected Contractor for recommendation to County's Board of Supervisors for the award of a contract to provide such services; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004 and 26227 and by California Health and Safety Code Section 1451.

NOW THEREFORE, the parties hereto agree as follows:

1. TERM:

A. The term of this Agreement shall commence on July 1, 2006 and shall continue in full force and effect through June 30, 2009 and may thereafter be renewed, in writing, by the Director of Health Services, or his duly authorized designee (hereafter collectively referred to as "Director"), for one-year periods up to a maximum of two additional years. In no event shall the total contract term extend beyond June 30, 2011.

In any event, this Agreement may be cancelled or terminated at any time by County, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to Contractor.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this

Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

B. Before the completion of the new replacement facility for LAC+USC Medical Center, scheduled for Fall 2007, Medical Facility's Administration will evaluate and recommend whether or not to continue contracted hospital bed maintenance and repair services at the new replacement facility. In the event the Medical Facility's Administration decides to discontinue services then the maximum contract obligation shall be adjusted accordingly.

C. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

2. ADMINISTRATION: Director, or his duly authorized designee, shall have the authority to administer this Agreement on behalf of County. Medical Facilities shall retain professional and administrative responsibility for the services provided under this Agreement. This general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under Agreement, including, but not limited to, the obligations (1) to perform its professional services according to customary quality standards under Agreement, and (2) to defend the County and other named agencies and individuals for claims, and to indemnify them for any resultant damages, based upon Contractor's failure or alleged failure to satisfy such

quality standards. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor.

The term "Administrator", as used in this Agreement, means Medical Facility's Administrator or his/her duly authorized designee.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services at Medical Facility in the manner and form as described in the body of this Agreement and in Exhibit A, Statement of Work, attached hereto and incorporated herein by reference.

B. The quality of services to be provided by Contractor under this Agreement shall be at least equivalent to those services which Contractor provides to other medical facilities it serves.

4. BILLING AND PAYMENT:

A. Contractor shall bill County monthly, in arrears, for services hereunder in accordance with provisions set forth in Exhibit A, Statement of Work. County shall pay Contractor within 30 days, following receipt of a complete and correct billing as provided in Exhibit A. Contractor shall prepare and maintain written daily records of the number of hospital beds maintained and repaired and such records shall be subject to inspection and review by Administrator.

B. The fees for services hereunder are set forth in Schedule 1, Budget and Equipment List, attached hereto and incorporated herein by reference. Such fees shall remain in effect throughout the term of this Agreement. Except as otherwise expressly

provided in this Agreement, such fees shall be the sole consideration paid by County to Contractor hereunder.

C. Maximum Contract Obligation - During the first four years of this five-year term Agreement, commencing on July 1, 2006 through June 30, 2011, the total annual maximum obligation for all services rendered hereunder shall not exceed the following amounts:

	<u>7/1/06-6/30/07</u>	<u>7/1/07-6/30/08</u>	<u>7/1/08-6/30/09</u>	<u>7/1/09-6/30/10</u>
Harbor/UCLA	\$80,410	\$82,716	\$85,298	\$87,912
LAC+USC	\$63,355	\$65,240	\$67,142	\$69,124
Olive View/UCLA	\$49,909	\$51,414	\$52,939	\$54,484

5. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future July 1 - June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

6. CONTRACTOR'S VACANCIES: Contractor shall receive referrals of permanent or temporary qualified employees from County's Chief Administrative Office/Human Resources

staff for consideration of employment as Contractor vacancies occur after contract implementation and throughout the term of this Agreement.

7. INVENTORY REIMBURSEMENT:

A. Prior to the commencement of services hereunder, Administrator and Contractor's authorized representative shall inventory and prepare in writing a complete listing of all County equipment including, but not limited to, hospital bed equipment and office equipment, and other personal property of Medical Facility's Mechanical Department. For each such item, such written inventory shall indicate the specific condition as mutually agreed by such County and Contractor representatives.

At the expiration or prior termination of this Agreement another Medical Facility equipment and personal property inventory shall be prepared in writing by Administrator and Contractor representatives. Contractor shall return to Medical Facility the same quantity and quality of items as specified in the beginning inventory, less consideration for normal wear and tear. Contractor shall also return to Medical Facility any other equipment or personal property which may have been provided to Contractor by County, subsequent to the initial inventory, for its performance hereunder in the same quantity and quality as provided, less consideration for normal wear and tear. At the expiration or prior termination of this Agreement, Contractor shall reimburse County, at a replacement cost to be determined by Administrator for any missing or damaged County equipment and other personal property, or Administrator, at his/her option, may deduct such cost from any amounts due Contractor from County.

B. Within 30 days of commencement of services, Contractor and Administrator shall develop inventory records of all equipment/property received by Contractor from County for the performance of hospital bed maintenance and repair services. These records shall contain information as required by Administrator.

Contractor shall update the inventory on an ongoing basis to reflect additional equipment/property placed into service or removed from service and provide such updates to Administrator as changes occur, at a minimum of once per calendar quarter.

Contractor and Administrator shall conduct a annual physical inventory of such equipment/property as described in this Subparagraph B.

9. AUTHORITY TO USE COUNTY SPACE AND OTHER PROPERTY: Except as specifically provided elsewhere in the Agreement, in order to perform services hereunder and only for the performance of such services, Contractor is authorized to exclusively occupy and use, free of cost or rental, space at Medical Facility and other property (including all existing equipment).

If, at any time during the term of this Agreement, any space that is not utilized by Contractor for services (including the storage of equipment) hereunder, then such space shall be vacated by Contractor and may thereafter be used by County for any purpose.

10. DAMAGE TO COUNTY FACILITY, BUILDINGS, OR GROUNDS:

A. Contractor shall repair, or cause to be repaired, or make due diligent efforts to begin such repair, at its own cost, any and all damage to Medical Facility, buildings, or grounds which is caused by Contractor, or employees of Contractor. Such repairs or due

responsibility for the payment of any salaries, wages or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor employed at Medical Facility site and shall be filed with County's Chief Administrative Office, Department of Human Resources, Health Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to Exhibit E, attached hereto and incorporated herein by reference.

13. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit F, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its

diligent efforts to begin such repairs shall be made immediately upon receipt of Administrator's written notification to Contractor.

B. If Administrator determines that Contractor has failed to make timely repairs, County may make any necessary repairs. All reasonable costs for such repairs incurred by County, shall be repaid by Contractor upon demand or County, at Director's discretion, may deduct such costs from any amounts due Contractor from County.

11. INOPERABLE MEDICAL FACILITY OR BUILDINGS: If Medical Facility or buildings, or any part thereof, become inoperable, due to fire, flood, earthquake, riot, or similar occurrence beyond the control of Contractor, and County decides not to terminate this Agreement due to such occurrence, then any additional expenses of Contractor to provide services hereunder shall be reimbursed by County provided that the parties execute a written amendment to this Agreement, as provided in Paragraph 35 (Alteration of Terms) below, covering such additional reimbursement.

12. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or

taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

14. INDEMNIFICATION, GENERAL INSURANCE REQUIREMENTS, AND INSURANCE COVERAGE REQUIREMENTS:

A. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los

Angeles, California 90012, Attention: Dio Zambrano, Contract Administrator, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (a) Specifically identify this Agreement.
- (b) Clearly evidence all coverages required in this Agreement.
- (c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.
- (e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

3. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

4. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury

Report" to County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

5. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

6. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage.

County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

C. INSURANCE COVERAGE REQUIREMENTS:

1. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:

\$2 Million

Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

2. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

4. Professional Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

15. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER:

Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible, as determined by County. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor for which County may immediately terminate this Agreement.

16. ACCEPTABLE QUALITY LEVEL: The maximum allowable variance from standards acceptable to County in Contractor's performance of services hereunder is described in Exhibit A, Statement of Work.

17. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is not provided in an equivalent manner or at an non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service other than precautions dictated by infectious control procedures; restricting

any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap.

18. NONDISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without

regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by Director.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of this Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. The parties agree that in the event that Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

19. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, County records, and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances, rules, directives, and

JCAHO accreditation standards, relating to confidentiality. Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement.

20. UNLAWFUL SOLICITATION: Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

21. CONFLICT OF INTEREST: No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes

aware of any facts which might reasonably be expected to create conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

22. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

23. FEDERAL ACCESS TO RECORDS: If, and to the extent that, section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of

services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

24. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than the payments made by County to Contractor, then the difference shall be: (1) repaid by Contractor to County by cash payment upon demand and/or (2) at Director's sole discretion, deducted from any amounts due County to Contractor whether under this Agreement or otherwise. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's total payment obligation for services hereunder be exceeded.

25. RECORDS AND AUDITS:

A. Contractor shall maintain accurate and complete financial records of its operations as they relate to its services under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records of all services provided hereunder. All such records shall

be retained by Contractor for a minimum period of seven (7) years following the expiration or termination of this Agreement, provided that County may within such seven-year period make a written request to Contractor to retain all or part of such records related to this Agreement for an additional period of up to seven years and Contractor shall comply with such request. During such seven years, as well as during the term of this Agreement, all records pertaining to this Agreement, including, but not limited to, those described above or true and correct copies thereof, shall be retained by Contractor at a location in Los Angeles County and shall be made available during County's normal business hours to representatives of County for purposes of inspection or audit.

B. In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each audit report with the County Department of Auditor-Controller, within thirty days after Contractor's receipt thereof, unless otherwise provided under this Agreement or applicable State and Federal regulations. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

C. Deliberate and intentional failure on the part of Contractor to comply with the provisions of this Paragraph shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

26. REPORTS: Contractor shall make reports as reasonably required by Medical Facilities' Administrators concerning Contractor's activities and operations as they relate to the

services hereunder as may be reasonably requested. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures and format for reporting the required information. County shall reimburse Contractor for the reasonable cost for preparing reports other than those reports identified in Exhibit A, attached hereto, provided that the reasonableness of such cost shall be subject to Director's approval.

27. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling

interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

28. SUBCONTRACTING: Although it is the intent of the parties that all services hereunder are to be provided by Contractor's employees, both parties agree that Contractor may encounter occasional need for highly specified or unusual skills or special emergency services for which Contractor may find it necessary to subcontract. The requirements for such limited use of subcontracting are as follows:

A. No performance of this Agreement or any portion thereof shall be subcontracted by Contractor without the prior written consent of County. Any attempt by Contractor to subcontract any performance of services under this Agreement without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement.

B. In the event County may consent to subcontracting, each of the applicable provisions of this Agreement and any amendment thereto shall extend to, and be binding upon the subcontractor, including the provision providing County employees with the right of first refusal for employment openings at Contractor's service facility.

C. In the event that County should consent to subcontracting, Contractor shall include in the subcontract instrument the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the applicable provisions of such prime contract."

D. Contractor's request to Director for approval to enter into a subcontract shall include:

- (1) A description of the services to be provided by the subcontract.
- (2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.
- (3) Any other information or certifications requested by Director.

E. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of Contractor's employees and any subcontractor. Approval of the provisions of any subcontract by Director shall not be construed to constitute a determination of the allowability of any cost under this Agreement.

F. Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor.

29. RULES AND REGULATIONS: During the time that Contractor's employees or agents are providing services at Medical Facility, such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of Contractor to acquaint such persons who are to provide services hereunder with such rules and regulations. Contractor shall take immediate corrective action upon receipt of written and/or verbal notice from Administrator that: (1) any such employee has violated such rules and regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. In the event that Administrator decides that the corrective action taken by Contractor is not sufficient, then Contractor shall remove or suspend such employee from the provision of services hereunder.

30. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

31. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State or local laws, ordinances, regulations, rules, or directives.

32. TERMINATION FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not.

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a receiver or trustee for Contractor; or

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

33. TERMINATION FOR CONTRACTOR'S DEFAULT:

A. County may, subject to the provisions of Subparagraph C below, by written notice of default to Contractor, terminate this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform the services within the time specified herein or any extension thereof; or

(2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either these two circumstances does not cure such failure within a period of ten days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event County terminates this Agreement as provided in Subparagraph A above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services, provided that Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.

C. Except with respect to defaults of subcontractors, Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the negligence of either of them, Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule, and unless Contractor knew or should have known within a reasonable time before occurrence that a default was about to occur.

D. If, after notice of termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that the Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 34 (Termination for Convenience) below.

If, after Contractor's receipt of a Notice of Termination based on the provisions of this Paragraph, and it is determined that Contractor was not in default or that the default was excusable under the provisions of this Paragraph, Contractor, at its option, may terminate this Agreement. Thereafter, the rights and obligations of the Parties with respect to payment by County for Contractor performance rendered shall be the same as though a County notice of termination had been issued pursuant to Paragraph 34 (Termination for Convenience).

E. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

F. As used in Subparagraph C above, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

34. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a written Notice of Termination at least thirty (30) days in advance of the termination date, specifying the date upon which such "termination" becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall stop services under this Agreement on the date specified in such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claims and invoice shall be submitted no later than three (3) months following the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine in the reasonable exercise of its judgement on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement. All such books, records, documents or other evidence shall be retained by Contractor or made available by Contractor at a location in Los Angeles County and shall be made available within twenty (20) working days of request during County's normal business hours to representatives of County for purposes of inspection or audit.

35. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement or the Exhibits attached hereto, whether by written or oral understanding of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment which is formally adopted and executed by the parties in the same manner as this Agreement.

36. ENTIRE AGREEMENT: The body of this Agreement, Schedules 1 and 2, and Exhibits A, B, C, D, E, and F, constitute the complete agreement between the parties which supersedes all previous understandings, written or oral, and all other communications between the parties relating to the subject matter to this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A
2. Schedule 1
3. Schedule 2
4. Exhibit B
5. Exhibit C
6. Exhibit D
7. Exhibit E
8. Exhibit F

37. WAIVER: No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

38. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

39. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

40. TERMINATION FOR GRATUITIES: County may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement upon one calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of, such contract; provided, that the existence of the facts upon which County makes such findings shall be in issue and may be reviewed in any competent court. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

If Contractor is terminated by County on the basis of the provisions of this Paragraph, and it is determined by a competent court that Contractor did not violate said provisions, then County shall be liable to Contractor for all damages proximately caused by County's erroneous termination.

41. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this

Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

42. DISCLOSURE OF INFORMATION: Contractor shall not disclose any details in connection with this Agreement to any other person or entity, except as may be otherwise provided herein or required by law. However, in recognition of Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement subject to the following conditions: (1) Contractor shall develop and publicize material in a professional manner, and (2) during the term of this Agreement, Contractor, its employees, agents, and subcontractors, shall not publish or disseminate commercial

advertisements, press releases, opinions, or feature articles, using the name of County without the prior written consent of Director.

43. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

44. COUNTY APPROVAL OF CONTRACTOR'S MANAGEMENT EMPLOYEES: Contractor's Department Manager of Respiratory Care Services and other management employees, as determined by Director, to be provided at Medical Facility may be interviewed by Administrator and shall be subject to the written approval prior to assuming duties at Medical Facility and ongoing approval of Administrator while they are at Medical Facility.

45. PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES: Neither Contractor, nor Contractor's employees, officers, agents, or independent Contractors, shall hire, recruit, attempt to recruit, or cause to be recruited, any County employee to become an employee of Contractor, while Contractor, its employees, officers, agents, or independent Contractors are at Medical Facility.

Any such attempted hiring or recruitment of any County employee by Contractor, its employees, officers, agents, or independent Contractors shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

46. VALIDITY: The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

47. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its offices, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

48. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standard Act, and shall indemnify, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by the Contractor's employees for which the County may be found jointly or solely liable provided that County's liability is not based on Contractor's actions or inactions if said actions or inactions are performed in compliance with the terms of this Agreement.

49. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 United States Code sections 2000e through 2000e (17), to the end that no person shall, on grounds of religion, race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

50. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by section 319 of Public Law 101-121 (31 United States Code section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

51. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

52. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in

compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

53. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 35 "Termination for Contractor's Default" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

54. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s (Los Angeles) Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

55. COUNTY'S QUALITY ASSURANCE PLAN: Director will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate Agreement or impose other penalties as specified in Agreement.

56. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and

(2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

57. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

58. COMPLIANCE WITH LIVING WAGE PROGRAM:

A. Living Wage Program: This Agreement is subject to the provisions of County's Living Wage Program ("Program") as codified in sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B and incorporated by reference into and made a part of this Agreement.

B. Payment of Living Wage Rates:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "employer" as defined under the Program (section 2.201.020 of

the County Code) or that Contractor qualifies for an exception to the Program (section 2.201.090 of the County Code), Contractor shall pay its employees no less than the applicable living wage rate, as set forth immediately below, for the employees' services provided to County under this Agreement:

a. Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Agreement, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher living wage rate.

(2) For purposes of this Section, "Contractor" includes any subcontractor(s) engaged by Contractor to perform services for the County under this Agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under the Agreement. "Full-time" means a

minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

(3) If Contractor is required to pay a living wage when the Agreement commences, Contractor shall continue to pay a living wage for the entire term of the Agreement including any option period.

(4) If Contractor is not required to pay a living wage when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program’s definition of “employer” or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Agreement, including any option period. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to County’s satisfaction that Contractor either continues to remain outside of the Program’s definition of “employer” and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required

to pay the living wage for the remaining term of the Agreement, including any option period.

C. Contractor's Submittal of Certified Monitoring Reports: Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's employees providing services for County under the Agreement during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees providing services under the Agreement. The certified monitoring reports shall also state the name and identification number of Contractor's current health care plan, and Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. County Auditing of Contractor Records: Upon a minimum of twenty-four (24) hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Agreement, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such

records in California until the expiration of four (4) years from the date of final payment under the Agreement. Authorized agents of County shall have access to all such records during the normal hours for the entire period that records are to be maintained.

E. Enforcement and Remedies: If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

(1) Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due until Contractor has satisfied the concerns of County, which may include required submission of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by County. It

is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix, that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination: Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

(2) Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any employee at least the applicable living wage rate, such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment: If Contractor fails to pay one or more of its employees at least the applicable living wage rate, County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submission of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its employees at least the applicable living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination: Contractor's failure to pay any of its employees the applicable living wage rate may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

(3) Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three (3) years.

F. Use of Full-Time Employees: Contractor shall assign and use full-time employees of Contractor to provide services under the Agreement unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Agreement. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Agreement unless and until County has provided written authorization for the use of same.

G. Contractor Retaliation Prohibited: Contractor shall not take any adverse action which would result in the loss of any benefit of employment, any Agreement benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Agreement. In

the event of such material breach, County may, in its sole discretion, terminate the Agreement.

H. Contractor Standards: During the term of the Agreement, Contractor shall maintain business stability, integrity in employees relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

I. Neutrality in Labor Relations: Contractor shall not use any consideration received under the Agreement to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

59. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW Programs, who meet Contractor's

minimum qualifications for the open position. The DPSS will refer GAIN or GROW participants by job category to the Contractor.

60. CONTRACTOR'S RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a non-profit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same,

(3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

61. COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S

OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's agreements with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's service facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as, to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made an application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and agreement(s) with its collective bargaining units.

Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

62. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and its implementing regulations. Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledges that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

63. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time

employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit C, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form", to be completed by the Contractor.

D. Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its

sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

64. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY

LAW: Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

65. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used.

66. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County.

Payment by County for services rendered after the expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

67. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper products to the maximum extent possible on the project.

68. CONTRACTOR'S OFFICE: Contractor's primary business office is located at 1069 State Route 46 East, Batesville, Indiana 47006. Contractor's primary business telephone number is (800) 433-6245 and facsimile/FAX number is (812) 934-8189. Contractor shall notify in writing County's Department of Health Services, Contracts and Grants Division, of any change in its primary business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date thereof.

69. NOTICES: Notices hereunder shall be in writing and shall be personally delivered or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

A. Notices to County shall be addressed as follows:

1. Department of Health Services  
Contracts and Grants Division

313 North Figueroa Street, Sixth Floor East  
Los Angeles, California 90012  
Attention: Chief, Contracts and Grants Division

2. LAC+USC Medical Center  
1200 North State Street  
Los Angeles, California 90033  
Attention: Chief Executive Officer
3. Harbor/UCLA Medical Center  
1000 West Carson Street  
Torrance, California 90509  
Attention: Chief Executive Officer
4. Olive View/UCLA Medical Center  
14445 Olive View Drive  
Sylmar, California 91343  
Attention: Chief Executive Officer

B. Notices to Contractor shall be addressed as follows:

Hill-Rom Company, Inc.  
1069 State Route 46 East  
Batesville, Indiana 47006  
Attention: Wendy L. Tresner, Supervisor Contract Administration

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has  
caused this Agreement to be subscribed by its Mayor and the seal of said Board to be hereto

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affixed, and attested by the Executive Officer of the Board of Supervisors, thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

ATTEST:

COUNTY OF LOS ANGELES

SACHI A. HAMAI,  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Mayor, Board of Supervisors

By \_\_\_\_\_  
Deputy

HILL-ROM COMPANY, INC.  
Contractor

APPROVED AS TO FORM:  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER, JR.  
County Counsel

By Wendy L. Tresner  
Wendy L. Tresner  
Printed Name

By \_\_\_\_\_  
Deputy

Title Supervisor Contract Administration  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AGREECD4191.DZ  
dz:5/10/06

**EXHIBIT A**  
**HOSPITAL BED MAINTENANCE AND REPAIR SERVICES AGREEMENT**  
**STATEMENT OF WORK**

**A. Definitions:**

1. Hospital Administrator

- a) Administrator of County's **Harbor** or his/her authorized designee.
- b) Administrator of County's **LAC+USC** or his/her authorized designee.
- c) Administrator of County's **Olive View** or his/her authorized designee.

2. Contractor's Quality Control Program

A written program, developed by the Contractor to assure that the quality of the end product or service meets contract requirements.

3. Facility's Contract Administrator

The Hospital Administrator's authorized designee who has authority to supervise all aspects of Contractor's performance.

4. Director

Director or Acting Director (as applicable) of the Department of Health Services, or his authorized designee.

5. Regular Hours

Regular Hours shall be defined as Monday - Friday, 8:00 a.m. to 5:00 p.m., including County observed Holidays.

**B. General:**

1. Scope of Work

At Medical Facilities, Contractor shall provide routine preventive maintenance and as-needed repair services for the hospital beds (hereafter "Equipment") listed on Schedule 1, Budget and Equipment List, which describes the approximate quantity, model, and description of beds at each facility.

All services shall be performed in accordance with the terms and conditions described herein. Contractor's services shall include, but not be limited to, the following:

- a. Development and maintenance of a comprehensive Equipment inventory and preventive maintenance schedule;
- b. Development and maintenance of an Equipment Risk Management program;
- c. Routine preventive maintenance services;
- d. As-needed Equipment repair services; and
- e. County employee training in the use of Equipment.

2. Preventive Maintenance Schedule:

A. Personnel Requirements: Contractor shall, at a minimum, provide response service personnel for each Medical Facility to completely handle the workload generated by the various medical facilities.

All such service personnel shall be appropriately licensed, certified, credentialed or trained to perform the maintenance and repair services as necessary and shall have, at a minimum, knowledge and expertise in the following areas:

- 1) Diagnosis and inspection of Equipment to determine maintenance and repair needs;
- 2) Routine cleaning, lubrication, and repair as necessary, of Equipment;
- 3) Electrical and safety inspections;
- 4) Calibration and functional testing; and
- 5) Required accreditation, regulatory and licensing needs for Equipment serviced.

Contractor personnel shall be available Monday through Friday, five (5) days per week during the hours of 8:00 a.m. to 5:00 p.m., and after hours, as requested.

Maintenance and repair services provided hereunder shall include all labor, parts and material at no additional cost to County. Unserviceable parts must be replaced by new genuine parts, or by parts equivalent to new in performance if approved by each Medical Facility's Director, or his/her authorized designee.

For all Equipment as listed in Schedule 1, Contractor may be asked to develop a specific preventive maintenance schedule.

When Equipment listed in Schedule 1 does not meet regulatory compliance standards, Contractor shall provide Director with an itemization of the repair(s) necessary, including estimated cost of such repair or preventive maintenance, required to bring said Equipment up to regulatory compliance standards. Director may authorize said repair or reconditioning or take said Equipment out of service.

B. Equipment Risk Management Program: Contractor in consultation with Medical Facilities staff, develops and maintains an equipment risk management program which shall provide written documentation of any Equipment, Equipment component(s) or Equipment part(s) which have been involved in a medical incident (e.g., any mechanical problem/failure which involves injury to a patient).

Such documentation shall describe the incident, describe the Equipment, Equipment component(s) or Equipment part(s) involved in the incident, and shall describe any inspection performed by Contractor on such Equipment, Equipment component(s) or Equipment part(s) as a result of an incident. Any Equipment, Equipment component(s) or Equipment part(s) which have been involved in a medical incident shall be removed by Contractor and, when requested by Medical Facility's Risk Manager, retained by Contractor until the Equipment has been repaired and is ready for use.

C. As-needed Equipment Repair Service: Contractor shall perform Equipment repair services, on an as-needed basis. Contractor shall be on-site, at the Medical Facility, pursuant to the Work Schedule, attached hereto as Schedule 2. On the days Contractor is On-Call, pursuant to Schedule 2, then response shall be made within two (2) hours after notification by a Medical Facility. County shall provide Contractor's personnel full and free access to the Equipment to perform such services.

D. If Contractor determines that the Equipment cannot be immediately repaired, then Contractor's service representative shall indicate, in writing, an estimated time-frame for repair.

Repair and maintenance services provided by Contractor shall be made on Medical Facility(ies) grounds and shall include all travel, labor, parts and materials necessary to maintain said equipment. Replacement parts shall be new or equivalent to new parts.

Repair shall include diagnosis and corrections of malfunctions and/or failure occurring to said equipment. If Contractor is unable to procure necessary additional parts or resources within twenty-four (24) hours after repair to said equipment has begun, Medical Facility's Administrator, or his/her authorized designee, shall have the option of: (1) requiring replacement Equipment until service can be completed by Contractor or, (2) allowing Contractor to resume repair services to said equipment as soon as repair parts or resources are available. In any event, Contractor shall repair the said equipment or have an approved plan for repair of said equipment or provide County with temporary replacement equipment within twenty-four (24) hours after repair work on County-owned equipment has begun.

3. Specific Contractor Responsibilities: Contractor shall provide maintenance and repair services in accordance with the terms and conditions described in this Exhibit A, Statement of Work.

A. Equipment:

1) Routine Preventive Equipment Maintenance Services: The model number, quantity of each model, per facility, are specified in

Schedule 1, Budget and Equipment List. Routine preventive maintenance must be performed in accordance with the Original Equipment Manufacturer's (OEM's) recommendations regarding the frequency of preventive maintenance services, and must comply with all appropriate licensing and accrediting agencies, [e.g., Joint Commission on the Accreditation of Healthcare Organizations (hereafter "JCAHO"), Occupational Safety and Health Administration (hereafter "OSHA"), and Title 22], standards.

2) Major Equipment Overhaul Services: Contractor shall provide regularly scheduled major overhaul services for all Equipment listed in Schedule(s) 1 in accordance with the OEM's recommended schedule for such overhaul services. If the repair services commence prior to 5:00 p.m. (Monday through Friday), but extend beyond 5:00 p.m., no additional service charges are to be incurred by County.

3) Breakage and/or Loss: Contractor shall replace and/or repair (at the time of servicing) any Equipment and/or parts thereof which suffer breakage, damage or loss at the time of servicing or repair, which is caused by the negligence or willful misconduct of Contractor, and to the extent thereof, at no additional cost to County.

4) Rework: Contractor shall rework improperly repaired Equipment, correct any damage resulting therefrom, and supply all necessary parts and materials therefore at no additional cost to County. Service personnel shall also repair any defective parts purchased and

installed by such service personnel and shall repair any damage to the Equipment resulting from, and to the extent of, Contractor's negligence or willful misconduct, at no additional cost to County.

5) Equipment Abuse and/or Negligence: All breakage or damage to Equipment due to abuse and/or negligence shall first be verified and determined to be breakage or damage due to abuse and/or negligence by County personnel. Contractor shall repair such Equipment broken and/or damaged due to abuse and/or negligence on the part of Medical Facility.

6) Electrical Equipment Upgrades and Improvements: Contractor shall provide all upgrades and improvements for electrical Equipments for the Equipment covered under this Agreement. All such electrical upgrades and improvements shall be provided at no additional cost to County.

7) Reports: Contractor shall prepare and maintain and make available upon request by County, a written record of all services (service report) provided on each piece of Equipment at Medical Facilities. Such service report(s) shall: i) meet all licensing, accrediting and regulatory agency requirements; ii) clearly identify the Equipment serviced by model number, serial number, Los Angeles County Capital Asset Leasing (LACCAL) or Los Angeles County number (if available); iii) include an itemization and description of services performed, including electrical checks and calibration reading; iv) list any parts installed; v) include the service date(s); and vi) give the name(s) of the service technician who performed the service. Two (2) copies of such service report shall be given

to the County Project Manager or his/her designee at the time the service is performed. Such service reports are the property of County and shall remain on-site at Medical Facilities.

4. Exclusions:

A. Contractor is not financially responsible to provide the repair services above should any repair be required because of causes other than ordinary use of the Equipment, as determined by County in its sole discretion. Such causes may include, but are not limited to:

- 1) Improper use, gross neglect, misplacement, air conditioner or humidity control malfunction or failure, Medical Facilities' electrical Equipment malfunction or failure;
- 2) Repair, maintenance, modification, relocation, or reinstallation by any other than Contractor-authorized personnel;
- 3) Acts of God, fires, floods, war, acts of sabotage, riots, accidents, or other such causes.

5. Equipment Performance Standards: The guaranteed performance uptime for each Equipment is a minimum of 95%. The performance of each Equipment will be reviewed four (4) times yearly or as often as necessary as determined by Medical Facilities to verify uptime performance, during each year the Equipment is covered under this Agreement. Should the Equipment fail to meet the uptime criteria in any calendar month, a credit based upon the service contract price for the calendar month will be determined as follows:

Equipment Uptime

Quarterly  
Price Credit

95% - 100% uptime	0%
90% - 94.9% uptime	10%
85% - 89.9% uptime	15%
80% - 84.9% uptime	20%
Below 79.9% uptime	25%

The basis for each measurement period is the total number of hours per day the Equipment is in service at Medical Facilities times number of days in service per month. In-service is defined as in use or in stand-by status available for and by Medical Facility. Downtime is calculated from the time a telephone call is made to Contractor regarding a need for equipment repair.

Downtime shall be determined in monthly increments by calendar month in accordance with the following:

Total hours per day Equipment is in service multiplied by the number of days in service per month multiplied by 95%.

The Equipment shall be considered out-of-service if the Equipment is inoperable or not able to perform the function it was designed to perform. County will determine the function of the Equipment.

Time spent on regularly scheduled maintenance will be excluded from these performance calculations. Additionally, time the Equipment is not operable due to damage from misuse, operator error, inadequate environmental conditions including air conditioning, failure or fluctuations in Medical Facilities' electrical power supply, acts of God, strikes or fires, at County's sole discretion, will also be excluded from these performance standards.

Contractor shall maintain a log specifying the dates and the causes of all unplanned Equipment downtime. Medical Facilities will validate the log as often as

necessary, but not less than bi-annually. Any credit due County shall be applied to the following month's invoice. Failure to request credit in following months invoices shall not constitute a waiver of such right which may be exercised at any subsequent time.

Equipment uptime below the 85% uptime as indicated above, for thirty (30) consecutive calendar days or more, shall be considered at a default and County shall have the right to give Contractor notice thereof, pursuant to the provisions of Paragraph 33, Termination for Contractor's Default, in Agreement.

6. General Contractor Requirements:

A. Business License: Prior to the execution of this Agreement, Contractor shall provide the Department of Health Services, Contracts and Grants Division, Attention: Dio Zambrano, Contract Administrator, with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Assignment of Personnel: Contractor shall screen all personnel prior to assigning such personnel to provide services at Medical Facilities to assure that all such persons have the qualifications and training necessary to perform the services contemplated under any resultant Agreement.

C. Contractor Personnel Qualifications: Contractor personnel providing services hereunder shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law or accrediting agencies which are applicable to their performance hereunder. Copies of such licenses, permits, registrations, and certificates shall be made available to County upon request for purposes of inspection and audit.

D. Infection Control: If any of Contractor's personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County employee or patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to Medical Facilities' Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County employee or patient is diagnosed with having an infectious disease, and such County employee or patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, Medical Facilities shall report such occurrences to Contractor.

For purposes of the proposed Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

E. Physical Examination: Contractor shall ensure that each person who performs services under this Agreement is examined, prior to arriving at the Medical Facility(ies), by a licensed physician, or other licensed medical practitioner authorized to perform such physical examinations, on an annual or biannual basis, as required by the JCAHO and Section 70723, Title 22, California Code of Regulations and shall provide County, upon request, with evidence that each such person is free of infectious/contagious disease(s) which would interfere with the person's ability to perform the services hereunder or which could be transmitted in the work place, is immunized against common communicable diseases, has received an initial chest X-ray, an annual TB skin test or TB symptoms evaluation or periodic chest X-ray, a measles (Rubeola) and Rubella antibody titer demonstrating immunity and/or

vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

7. County's Quality Assurance Plan: County, or its agent, will evaluate Contractor's performance under any resultant agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/ corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the agreement or impose other penalties as specified in the agreement.

8. Compensation/Billing and Payment: County shall pay Contractor an amount, to be inclusive of any and all fees, costs, delivery charges, and applicable taxes, to be paid monthly in arrears, by Medical Facilities, in accordance with Schedule(s) 1, attached hereto and incorporated herein by reference.

A. Billing to County: County shall compensate Contractor for performing services hereunder in accordance with Schedule 1. Contractor shall bill County in

accordance with the following procedures:

1. Billings to County shall be submitted monthly in arrears.
2. All billings shall be in duplicate, and shall be forwarded promptly at the end of each calendar month of service to the appropriate Medical Facility's Accounting or Expenditure Management Office with a copy to the Administrator or his/her designee.
3. All billings shall clearly reflect and provide reasonable details of the services for which claim is made, including Contractor's name and address (as said name appears on the first page of Agreement), County contract number, Medical Facility's name, date of service of each bed type, model, and serial number, unit rate, and the total amount billed.

B. Additions/Deletions of Equipment: County shall provide notification to Contractor, either verbally or in writing, when the inventory of equipment decreases. In the event the equipment in the Medical Facility's inventory, in any given month, is less than the inventory stated in Schedule 1, then Contractor shall adjust the monthly invoice immediately to reflect the decrease in equipment. Should Contractor fail to adjust its invoice, then County shall deduct the amount per equipment removed from inventory, from Contractor's monthly invoice. County will, in no way, be responsible for paying for any equipment which, at County's sole discretion, has been removed from the Medical Facility's inventory. In the event County chooses to add equipment to a Medical Facility's inventory, then it shall be at the same rates/terms, as listed in Schedule 1. Notification of added equipment shall be made by County to Contractor in writing. County shall prorate the cost of any additional equipment

based on the date County indicates it was added to the Medical Facility's inventory. At no time, however, shall the cost of providing services exceed the maximum sum obligation.

C. Contractor Reimbursement: Subject to the terms and conditions of Agreement and upon receipt of a complete and correct billing statement, and upon approval by Director of same, County shall reimburse Contractor within thirty (30) calendar days.

In the event that the billing statement includes information which County in its sole discretion determines is incorrect, County shall pay for all services which County considers complete and correct while the discrepant item(s) is (are) being resolved. County's records regarding any dispute related to charges billed under the Agreement shall prevail.

9. Other Contractor Responsibilities: Contractor shall provide, or be responsible for, the following:

A. Contractor shall have immediately available necessary parts for frequently occurring malfunctions, in sufficient quantities to repair at least two (2) beds within four (4) hours of receipt of the repair request.

B. Contractor shall repair beds that malfunction for the same reasons within a consecutive six-month period at no charge to the County, unless mutually agreed that the bed is unrepairable.

C. Contractor will incur penalty charges of \$200 per day for each total care bed or gurney not repaired within 72 hours of the initial repair request. Penalty

charges, at the rate of \$200 per day, will occur for each critical care bed not repaired within 48 hours. The penalty charges shall be in addition to all remedies available to County pursuant to Paragraph B, General, subparagraph D of this Exhibit A.

D. Contractor shall produce monthly written reports for diagnostics completed and the resultant findings; beds repaired and test results post-repair; and beds scheduled for repair. A comprehensive report shall be available, on-site, for each bed covered on the agreement, which includes all repairs and maintenance completed.

E. Contractor shall prepare documentation as required for JCAHO reviews and ad hoc reports as requested by County.

F. Contractor's charges shall be all inclusive (i.e., labor, parts and material).

G. Contractor's preventive maintenance shall include but not be limited to, repainting, replacement of broken or missing parts (inclusive of motors, brakes, wheels, rails, electrical plugs, gears, gas cylinder), switch adjustments, springs, and lubrication.

H. Office Supplies: Contractor shall provide any office supplies required for the provision of services.

I. Equipment and Furniture: Contractor shall provide the necessary Fax machine(s), computers, testing equipment, special cabinets, special worktables or benches, etc. for the provision of services hereunder.

J. Prior to the end of each contract year, Contractor shall submit to each Medical Facility valid copies of: a) current business license, b) certificate of insurance, c) medical clearances for all technicians assigned to the Medical Facilities,

and d) training records of all technicians assigned to the Medical Facilities.

10. County Responsibilities: County shall provide a Project Manager at each Medical Facility, whose name will be determined at the time any resultant agreement is implemented.

11. Additional Equipment: County may, from time to time, add additional Equipment currently covered under warranty or extended warranty, as such warranties expire. Any adjustments under this Paragraph shall be based on the rates, by type of Equipment, listed in Schedule 1. In the event the Equipment being added and is not listed in Schedule 1, the maintenance and repair rates for that Equipment shall be the rates paid by County under the warranty or extended warranty or ten percent (10%) of the purchase price of the Equipment, as appropriate. County shall determine the purchase price of the Equipment.

12. Equipment Adjustments: In addition, County may, from time to time, add Equipment currently covered under purchase order agreements or DHS agreements, as such purchase order agreements or DHS agreements expire.

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# SCHEDULE 1

## Hill-Rom

A HILLENBRAND INDUSTRY

1069 State Highway 46 East  
Batesville, IN 47006

24 Hour - Customer Service: 1-800-445-3720

Account #: 104442

LAC-Harbor UCLA Medical Center  
1000 West Carson St  
Torrance, CA 90509

## Service Solution Proposal

This Service Agreement provides:

### On Schedule Service Program

This Service Agreement is effective:

FROM: 7/1/2006 TO: 6/30/2010

Purchase Order #: \_\_\_\_\_  
(Copy of Written P.O. required)

Attn:

Proposal #: Proposal Date: Proposal Expires:

Item	Quantity	Model	Description	PM's per Year	Year One		Year Two		Year Three		Year Four	
					Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	45	1900	TotalCare	2	\$647	\$29,115	\$666	\$29,970	\$686	\$30,870	\$707	\$31,815
2	4	3600	Affinity I	2	\$647	\$2,588	\$666	\$2,664	\$686	\$2,744	\$707	\$2,828
3	17	8000	Transtar Stretcher	1	\$246	\$4,182	\$253	\$4,301	\$261	\$4,437	\$269	\$4,573
4	11	881	GPS Stretcher	1	\$246	\$2,706	\$253	\$2,783	\$261	\$2,871	\$269	\$2,959
5	346	1600	Advanta	1	\$246	\$85,116	\$253	\$87,538	\$261	\$90,306	\$269	\$93,074
Total	423											
Sub-Total:						\$123,707		\$127,256		\$131,227		\$135,249
35% Discount						(\$43,297)		(\$44,540)		(\$45,929)		(\$47,337)
TOTAL:						\$80,410		\$82,716		\$85,298		\$87,912

NOTE: TERMS AND CONDITIONS AND PROGRAM FEATURES ATTACHED.

All Billing Options Terms: Net 30

Addendum:

Customer Signature

Joel Huff

Contract Sales Specialist

800-433-6245 ext. 5137

Customer Name (Please Print)

Hill-Rom Account Manager:

Department/Title

\*Please fax signed Proposal and Purchase Order to (812) 931-2520\*

# SCHEDULE 1

## Hill-Rom

A HILLENBRAND INDUSTRY

1069 State Highway 46 East  
Batesville, IN 47006

24 Hour - Customer Service: 1-800-445-3720

Account #: 291706

LAC-USC Medical Center  
1900 Zonal Ave.  
Los Angeles, CA 90033

## Service Solution Proposal

This Service Agreement provides:

### On Schedule Service Program

This Service Agreement is effective:

FROM: 7/1/2006 TO: 6/30/2010

Purchase Order #: \_\_\_\_\_  
(Copy of Written P.O. required)

Attn:

Proposal #: Proposal Date: Proposal Expires:

Item	Quantity	Model	Description	PM's per Year	Year One		Year Two		Year Three		Year Four	
					Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	26	1900	TotalCare	2	\$647	\$16,822	\$666	\$17,316	\$686	\$17,836	\$707	\$18,382
3	84	894	Century CC	2	\$497	\$41,748	\$512	\$43,008	\$527	\$44,268	\$543	\$45,612
4	10	896	Century CC	2	\$497	\$4,970	\$512	\$5,120	\$527	\$5,270	\$543	\$5,430
5	4	892	Century CC	2	\$497	\$1,988	\$512	\$2,048	\$527	\$2,108	\$543	\$2,172
6	117	462	Advance w/ Zoneaire	1	\$273	\$31,941	\$281	\$32,877	\$289	\$33,813	\$297	\$34,749
Sub-Total:						\$97,469		\$100,369		\$103,295		\$106,345
35% Discount						(\$34,114)		(\$35,129)		(\$36,153)		(\$37,221)
TOTAL:						\$63,355		\$65,240		\$67,142		\$69,124

NOTE: TERMS AND CONDITIONS AND PROGRAM FEATURES ATTACHED.

All Billing Options Terms: Net 30

Addendum:

Customer Signature

Joel Huff  
Contract Sales Specialist  
800-433-6245 ext. 5137

Customer Name (Please Print)

Hill-Rom Account Manager:

Department/Title

\*Please fax signed Proposal and Purchase Order to (812) 931-2520\*

# SCHEDULE 1

## Hill-Rom

A HILLENBRAND INDUSTRY

1069 State Highway 46 East  
Batesville, IN 47006

24 Hour - Customer Service: 1-800-445-3720

Account #: 324353

LAC- Olive View Medical Center  
14445 Olive View Dr.  
Sylmar, CA 91342

## Service Solution Proposal

This Service Agreement provides:

### On Schedule Service Program

This Service Agreement is effective:

FROM: 7/1/2006

TO: 6/30/2010

Purchase Order #:

(Copy of Written P.O. required)

Attn:

Proposal #: Proposal Date: Proposal Expires:

Item	Quantity	Model	Description	PM's per Year	Year One		Year Two		Year Three		Year Four	
					Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	3	1900	TotalCare	2	\$647	\$1,941	\$666	\$1,998	\$686	\$2,058	\$707	\$2,121
2	6	3600	Affinity I	2	\$647	\$3,882	\$666	\$3,996	\$686	\$4,116	\$707	\$4,242
3	22	894	Century CC	2	\$497	\$10,934	\$512	\$11,264	\$527	\$11,594	\$543	\$11,946
4	3	1400	Century Series	1	\$296	\$888	\$305	\$915	\$314	\$942	\$323	\$969
5	19	1600	Advanta	1	\$246	\$4,674	\$253	\$4,807	\$261	\$4,959	\$269	\$5,111
6	15	1060	Century Series	1	\$296	\$4,440	\$305	\$4,575	\$314	\$4,710	\$323	\$4,845
7	139	852	Centra Series	1	\$296	\$41,144	\$305	\$42,395	\$314	\$43,646	\$323	\$44,897
8	26	835	Centra Series	1	\$296	\$7,696	\$305	\$7,930	\$314	\$8,164	\$323	\$8,398
9	4	720	Centra Series	1	\$296	\$1,184	\$305	\$1,220	\$314	\$1,256	\$323	\$1,292
Sub-Total:						\$76,783		\$79,099		\$81,445		\$83,821
35% Discount						(\$26,874)		(\$27,685)		(\$28,506)		(\$29,337)
TOTAL:						\$49,909		\$51,414		\$52,939		\$54,484

NOTE: TERMS AND CONDITIONS AND PROGRAM FEATURES ATTACHED.

All Billing Options Terms: Net 30

Addendum:

Customer Signature

Joel Huff

Contract Sales Specialist

800-433-6245 ext. 5137

Customer Name (Please Print)

Hill-Rom Account Manager:

Department/Title

\*Please fax signed Proposal and Purchase Order to (812) 931-2520\*

## SCHEDULE 2

WORK SCHEDULE								
Company Name		HILL-ROM COMPANY, INC.						
Company Address		1069 STATE ROUTE 46 EAST, BATESVILLE, INDIANA 47006						
Type of Service		HOSPITAL BED MAINTENANCE AND REPAIR SERVICES						
Facility	Title	Work Hours	Hours Worked Per Day	Monday Hours	Tuesday Hours	Wednesday Hours	Thursday Hours	Friday Hours
Harbor/UCLA	Tech	8:00 a. m. - 4:30 p.m.	8	8	On-call	8	On-call	8
LAC+USC	Tech	8:00 a.m. - 4:30 p.m.	8	8	On-call	8	On-call	8
Olive View	Tech	8:00 a.m. - 4:30 p.m.	8	On-call	8	On-call	8	On-call

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LIVING WAGE PROGRAM ORDINANCE

Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings

2.201.020 Definitions

2.201.030 Prospective effect

2.201.040 Payment of living wage

2.201.050 Other provisions

2.201.060 Employer retaliation prohibited

2.201.070 Employee retention rights

2.201.080 Enforcement and remedies

2.201.090 Exceptions

2.201.100 Severability

2.201.010 Findings

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999).

2.201.020 Definitions

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions.

- A. "County" includes the County of Los Angeles, any County officer or body, any County Department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the County.
    - a. For services which si required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
  - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contact with the County.
- D. "Full Time" means a minimum 40 hours worked per week, or a lesser number of hours of the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.030 Prospective effect

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. \*It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.) \*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

#### 2.201.040 Payment of Living Wage

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the County Department of Health Services Community Health Plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.050 Other provisions

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer, may, with the advice of County Counsel, issue interpretations of the provision of this chapter. The Chief Administrative Officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other

information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer. The Affirmative Action Compliance Officer in conjunction with the Chief Administrative Officer shall report annually to the Board of Supervisors on Contractor compliance with the provisions of this Chapter.

- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability integrity in employee relations, and the financial ability to pay a living wage (Ord. 99-0048 § 1 (part)).

#### 2.201.060 Employer Retaliation Prohibited

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the Board of Supervisors or to one or more of their offices, to the County Chief Administrative Officer, or to the County Auditor Controller, or to the County department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part) 1999.)

#### 2.201.070 Employee retention rights

In the event that any Proposition A contract or cafeteria service contract is terminated by the County prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer.
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act.
  - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract, and
  - 3. Who is or will be terminated from his or her employment as a result of the County entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

- C. A subsequent employer is not required to hire a retention employee who.
  - 1. Has been convicted of a crime related to the job or his or her job performance; or
  - 2. Fails to meet any other County requirement for employees of a Contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § (part), 1999.)

#### 2.201.080 Enforcement and remedies

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The County Department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Administrative Officer.
  - 1. Assess liquidated damages as provided in the contract; and/or
  - 2. Recommend to the Board of Supervisors the termination of the contract; and/or
  - 3. Recommend to the Board of Supervisors that an employer be barred from award of future County contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.090 Exceptions

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

- D. Small Businesses. This chapter shall not be applied to any employer which is business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
  4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord 99-0055 § 1, 1999: Ord 99-0048 § 1 (part), 1999.)

#### 2.201.100 Severability

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect (Ord. 99-0048 § 1 (part), 1999.).

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## EXHIBIT C

## COUNTY OF LOS ANGELES BIDDER/CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order or contract extensions (under this Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program ("Program") (Los Angeles County Code, Chapter 2.203). All bidders, proposers or current contractors, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name: <u>Hill-Rom Company, Inc.</u>		
Company Address: <u>1069 State Route 46 East</u>		
City: <u>Batesville</u>	State: <u>Indiana</u>	Zip Code: <u>47006</u>
Telephone Number: <u>800-445-3730</u>	<u>(812 ) 931-3949</u>	
Solicitation For ( Type of Goods or Services): <u>Service (Maintenance &amp; Repair)</u>		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My Business does not meet the definition of "contractor", as defined in the Program has not received, or will not receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed Fifty Thousand Dollars (\$50,000)). I understand that the exemption will be lost and I must comply with the Program if my revenues from County exceed an aggregate sum of Fifty Thousand Dollars (\$50,000) in any twelve (12) month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten (10) or fewer employees; and, 2) has annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of this contract, are Five Hundred Thousand Dollars (\$500,000) or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten (10) employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed Five Hundred Thousand Dollars (\$500,000).

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent (20%) owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

**Part II: Certification of Compliance**

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>Nicholas A. Rahe</u>	Title: <u>Bid Specialist</u>
Signature: 	Date: <u>November 15, 2005</u>

**no shame.  
no blame.  
no names.**

**now there's a way to  
safely surrender your baby**



**The Safely Surrendered Baby Law** A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

**In California, no one ever has to abandon a child again.**

**In Los Angeles County:  
(877) BABY SAFE  
(877) 222-9723  
babysafela.org**



State of California  
Gray Davis, Governor  
Health and Human Services Agency  
Grantland Johnson, Secretary  
Department of Social Services  
Rita Saenz, Director



Los Angeles County Board of Supervisors  
Clara Molina, Supervisor, First District  
Maggie Brathwaite-Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael B. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

**EXHIBIT D**  
**(2 of 2)**

**What is the Safely Surrendered Baby Law?**

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

**Does a parent have to tell anything to the people taking the baby?**

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**What if a parent wants the baby back?**

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**The Eighteenth Safely Surrendered Baby in California**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.**

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*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.*

**EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER**

I understand that \_\_\_\_\_, is my sole employer for purposes of this employment.

I rely exclusively upon \_\_\_\_\_, for payment of salary and any and all other benefits payable to me or my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, \_\_\_\_\_, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

Copy shall be forwarded by Contractor to County's Chief Administrative Office, Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

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**CHARITABLE CONTRIBUTIONS CERTIFICATION**


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 Company Name

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 Address

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 Internal Revenue Service Employer Identification Number

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 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	( )

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code Sections 12585-12586.	( )	( )
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 Signature

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 Date

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 Name and Title (please type or print)